



Invitation to Tender - Maldives Online Course Development

ITT Reference number

MV22A01T-01

Document Version Control

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1. Overview

Description of company

Westminster Foundation for Democracy (“WFD”) is the UK public body dedicated to supporting democracy around the world. WFD partners with UK political parties, parliaments, electoral and financial audit institutions to help over 30 developing countries make their governments fairer, more effective and accountable.

WFD’s head office is based in London, and the organisation currently has approximately 140 staff working from its head office and 30 country offices worldwide.

The aim of this Invitation to Tender

WFD is issuing this Invitation to Tender (“ITT”) to procure goods/services in accordance with the conditions detailed in this document.

WFD Maldives is looking for a vendor to design and conduct an online course on parliamentary oversight and legislative scrutiny. The proposed course is to familiarise Majlis officials, CSOs and Media with basic theories and practical methods on parliamentary oversight functions and understanding their role in the process. The is an advanced-level course and is planned to conduct in English for about 30 participants including parliament officials, CSOs and Media.

This course is structured into 7 topics with expert introductions, videos, presentations, readings, live discussions, forum posts, quizzes, and short assignments. Expected time for each topic is 2-3 hours. The vendor is expected to undertake all the tasks related to the facilitation of e-platform and course conduct including engaging with experts and trainers, and developing content and materials.

The closing date for this ITT will be 28 October 2022. WFD intends to issue a contract for the above goods/services, to be completed to WFD’s satisfaction, by 10 November 2022.

Bid submission

All bids should be in a format that complies with the requirements of this ITT.

Bids should be submitted by email to: *WFD Maldives* at procurement@wfd.org. We recommend that bids are submitted in PDF format where possible, except spreadsheets.

Bids should refer clearly to the ITT reference number.

Should you require any further information or clarification on this ITT, please contact *WFD Maldives* at procurement@wfd.org.

2. Tender information

a. Introduction

This document is an ITT and it forms part of the procurement exercise to support the selection of a supplier, to enter into a contract. The aim of this document is to identify functional and commercial requirements and provide instructions for submitting responses. This document will also provide vital information as it relates to evaluation criteria and forms the basis for contractual arrangements.

This ITT is not an offer to contract; it is a definition of specific requirements and an invitation to submit a response addressing such requirements. WFD may modify these requirements in whole or in part and/or seek additional bidders to submit information/bids. WFD will not be liable to you for any losses or damages suffered by you as a result of the specific requirements or any amendment to such requirements.

b. Detailed Scope and Specification of this ITT

Introduction

Maldives stakeholders, including parliament, CSOs and media have highlighted the existing limitations around technical skills and knowledge in engaging with the parliament and supporting with its government oversight functions. Maldives parliament is advancing its role and functions in government scrutiny, and lack of technical capacity to provide support is one of the challenges for democratic advancement. An e-learning opportunity would equip them with necessary skills and knowledge to provide effective support to the parliament and build collaborations for the advancement of democratic process.

WFD in conjunction with the McGill University conducted an introductory course on Parliamentary Oversight and Legislative Scrutiny for civil society organisation representatives and parliamentary officials. This course examined the role of parliament in overseeing a variety of government operations, including gender, human rights, the environment, climate change and corruption and provided the participants an opportunity to understand the theories and practices of principal parliamentary concepts, best practices and methods of engagements between stakeholders and parliament.

The second phase of this programme will be an advanced course which focuses on providing more in-depth knowledge of the processes of parliament as well as active engagement and inclusivity in the committee practices in practice, focusing on current realities of the Maldivian parliamentary processes and expanding on the knowledge from the introductory course. The target audience shall be participants who have passed the previous introductory course or have undertaken similar training or have significant experience in working with the parliament.

Objectives

The objective of the proposed advanced course is to familiarise Majlis officials, CSOs and Media with theories and practical methods on parliamentary oversight functions and understanding their role in the process.

- To assist participants in better understanding of key Maldives legislation, Majlis Standing Orders, Government Rules of Procedures, governance practices, legislative drafting and quality assurance, policies on accountability and oversight in the Maldives
- To assist in relationship building amongst key Maldives stakeholders and the parliament and implement successful strategies of engagement to increase inclusivity in parliamentary processes, including in but not limited to the budget cycle.
- To provide best practices (from Asia and globally) and practical approaches to conducting post-legislative scrutiny and other parliamentary oversight functions in the Maldivian context
- To assist in expanding of parliamentary research and library functions in the Majlis through discussions in thematic policy making and implementing gender-sensitive design and delivery

Scope

The scope of this engagement is to build capacity of Majlis officials, CSOs and Media with theories and practical methods on parliamentary oversight functions and provide opportunity to their role in the process, in reflection to practices elsewhere such as UK or other parliaments. The consultant will be expected to draw on experience and practices of UK or other parliaments and, where practical, adapt them into the Maldives parliamentary context.

The assignment includes the following services from vendor:

- Development of the course curriculum and facilitation of platform
- Facilitation and engaging of course experts, speakers and trainers
- Drafting of course manual for participants
- Collecting and providing reading materials
- Preparing expert-presentations, videos, readings, short assignments and other teaching materials
- Facilitating online live discussions with and among participants to reflect teaching content and their experience and practices
- Responding to forum posts and written queries
- Evaluating and preparing certificates
- Collecting course feedback of the participants

Role of WFD Maldives

WFD Maldives team is responsible for sharing and mobilising participants for the course, coordinating any arrangements required during course conduct, and delivering certificates for the participants. The team is also responsible for arranging any consultations with local stakeholders, facilitation of meetings during the development of the course and for collection of any long term feedback from participants.

Course content

Expected time for each topic is 2-3 hours and participants are expected to complete the course in 6 - 12 weeks (1-2 weeks per each module):

Content and Structure

This advanced level course is structured into 7 topics with videos, presentations, readings, live discussions, forum posts, quizzes, and short assignments. Expected time for each topic is 2-3 hours.

The course will be conducted in English language. Examples of topics (though not limited to these) include the following:

Introduction to Maldives Parliament

- An overview of the modules and an overall understanding of various governance models and parliament's, interest group's role in democratic process.
- Provides a thorough understanding of the role of the Parliament in the Maldivian context, and the codified processes of its functions. (May enlist the help of the Majlis Secretariat or the Attorney General's Office to provide information)

Committee Processes – Theory and Practice

- Overview of the codified rules of committee processes of the Maldivian Parliament and the practical consequences. This will also help to understand gaps between theory and practice.
- Best practice methods from comparative jurisdictions on increasing engagement with key stakeholders in the committee process including vulnerable and marginalised groups.
- Oversight functions of the committees including the budget cycle, Maldives government procedures and practices in compiling the draft budget, Majlis procedures and practice of the annual budget approval, role of Public Accounts Committee in oversight on expenditures and public debt, public engagement in the budget process.

Evidence based research and decision-making

- Introduce research methods and use of data and evidence in parliamentary policy and law making eg briefing MPs, ToRs
- Conducting inquiries, engaging with and as witnesses, collaborative approach to decision making and impartial data interpretation and outreach
- Best practices of research functions and evidence submissions from comparative jurisdictions

Legislative scrutiny of laws and policies, including Post-Legislative Scrutiny

- The law-making process in Maldives, government Rules of Procedures and practice in law drafting by the government, quality assurance and role of different government stakeholders in law drafting.
- Oversight mechanisms in parliament, such as motions / resolutions, oral and written questions, thematic inquiries by parliament committees, petitions.
- Role of parliament committees and CSOs in reviewing and evaluation of legislation, its implementation and impact.
- Familiarising with the best practices developed by other countries to address Post-Legislative Scrutiny (PLS) as a parliamentary function
- Suggest principles or a practical manual on PLS for the Majlis.

Gender and inclusive policy & law making

- Inclusive policy making concepts and practices, methods and tools for targeted consultations and policy making.
- Knowledge of how gender-sensitive scrutiny can be conducted across the life cycle of legislation

Stakeholder engagement strategies and accountability

- Stakeholder engagement skills and practices, types of stakeholders and engagements, short-term/long-term relationships, working with vulnerable groups
- Explore methods and strategies for outreach. Parliament's collaboration with CSOs and Media. Two-way communication benefits and methods.
- Open Parliament concepts and tools for creating accountability and transparency, reference to OGP.

Parliamentary institution building

- Transitioning from one parliament to the next parliament, best practices of parliamentary induction programmes
- Mechanisms and best practices of ethics in parliament and government. Code of Conduct and Ethics for parliament staff and parliamentarians.
- Options in developing strategic plans for parliament; and the role of parliament administration in supporting the implementation of the parliament strategic plans, role of civil society and media in monitoring the strategic plan.

Recommended budget

The financial proposal of the bidder be within the budget range of £22,000 to £25,000.

Expected project timeline

Kick-off meeting	10 Nov 2022
First draft of modules	15 Dec 2022
Internal & external review of modules	01 Jan 2022
Course conduct	20 Jan 2022

c. Timescales

Below is the proposed timescale for the tendering process. Please note the dates are indicative and subject to change.

Description	Date
Issue ITT	28 Sep 2022
Deadline for submitting questions and clarifications	10 Oct 2022

Closing date for receipt of completed tender proposals	28 Oct 2022
Shortlisting of bids	30 Oct 2022
Supplier interviews/presentations to selection panel (if applicable)	01 Nov 2022
WFD announces preferred supplier	05 Nov 2022
Contract finalised and signed	10 Nov 2022

d. Evaluation Criteria

WFD does not provide a mathematical formula by which bids will be evaluated, but the selection panel will consider the following criteria, among others in the evaluation of all responses:

- ✓ Solution fit (to the specification and organisation)
- ✓ Quality of bid
- ✓ Quality, capacity, and track-record of bidders based on references and similar previous projects
- ✓ Pricing factors
- ✓ Quality of the implementation and support approaches
- ✓ Bidder's reputation and organisational profile

Each criterion will be scored using the following table:

0	The proposal submitted omits and fundamentally fails to meet WFD's scope and specifications. Insufficient evidence to support the proposal to allow WFD to evaluate. Not Answered
1	The information submitted has a severe lack of evidence to demonstrate that WFD's scope and specifications can be met. Significant omissions, serious and/or many concerns. Poor
2	The information submitted has some minor omissions in respect of WFD's scope and specifications. The tender satisfies the basic requirements in some respects but is unsatisfactory in other respects and raises some concerns. Satisfactory .
3	The information submitted provides some good evidence to meet the WFD's scope and specifications and is satisfactory in most respects and there are few concerns. Good .
4	The information submitted provides good evidence that all of WFD's scope and specification can be met. Full and robust response, any concerns are addressed so that the proposal gives confidence. Very Good .

5	The information submitted provides strong evidence that all of WFD's scope and specification can be met and the proposal exceeds expectation i.e. exemplary in the industry. Provides full confidence and no concerns. Outstanding
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e. Submitting a bid

In general, the bid should include the following:

- ✓ Organisational profile
- ✓ Technical proposal (response to the scope of work, proposed solution and how it meets the specification)
- ✓ Financial proposal
- ✓ References
- ✓ Confirmation of compliance with Conditions of Tendering

Organisational profile:

- Company profile, including brief history and financial overview
- Case studies/credentials demonstrating relevant experience and skills profile
- Names and brief biographies of key staff and Chair of the Board

WFD is particularly keen to receive bids from organisations which are – or are working towards becoming – living wage employers and that have a broadly representative and balanced Board from gender and ethnicity perspectives.

Technical Proposal (proposed solution):

- Clear explanation as to the proposed approach to meeting the specification set out in this ITT.
- Detailed project plan, including timelines, assumptions and dependencies, resourcing and risks.
- Reflections and feedback on the substance and content of the course.
- Methodology for the course including participant and lecturer engagement
- Names and bio of experts and technical staff who will be involved in the delivery of the Course.
- Mention if any previous engagement with WFD on similar projects and plans on how already developed platforms and courses can be adjusted into Maldives context.

Financial proposal:

- Full breakdown costings in UK Pound
- Separate accounting of VAT and/or any other applicable tax, duty, or charge.
- Detailing of any discount applied in view of WFD's not-for-profit status.
- A separate financial costing option if the supplier has previously developed a similar course for WFD, provided that existing course and platform can be redesigned and adapted to fit Maldives context.

References:

- The bid should include details of two references relating to similar goods/services provided in the last three years. Please note – referees will only be contacted once Preferred Bidder status is assigned.

Confirmation of acceptance of Conditions of Tendering:

- All bids should include a signed copy of the Confirmation of Compliance form as annexed to this ITT.

All bidders should also note the following:

- all bids should be submitted in English;
- all bids should be submitted in electronic form;
- this ITT and the response may be incorporated in whole or in part into the final contract;
- only information provided in response to questions set out in this documentation will be taken into consideration for the purposes of evaluating the ITT;
- bids which are poorly organised or poorly written, such that evaluation and comparison with other submissions is notably difficult, may exclude the bidder from further consideration;
- any bids which do not fully comply with the requirements of this ITT may be disregarded at the absolute discretion of WFD.

All bids should be submitted as follows:

Closing Date	23:59 28 th October 2022
Contact Name	WFD Maldives
Email Address	procurement@wfd.org

f. Tender Queries

Any questions related to this tender should be addressed to the person named below.

Contact Name	WFD Maldives
Email Address	procurement@wfd.org

g. Equal Information Policy

Should any Supplier raise a question that is of general interest, WFD reserves the right to circulate both question and answer to other respondents. In this event, anonymity will be maintained.

h. Annual reports

Please provide a link or copy of your company's latest audited annual accounts.

i. Other information

If the potential supplier believes that there is additional information that has not been requested in the ITT but is relevant to your bid, please include that information as a separate attachment and explain its relevance to this ITT.

j. Term

It is proposed that any agreement resulting from this ITT process shall be for an initial period of 6 months.

3. Conditions of tendering

1. Definitions

In addition to the terms defined in the Invitation to Tender, the following definitions apply:

- a. **Award Criteria** - the award criteria set out in the Invitation to Tender.
- b. **Bidder** - a person or organisation who bids for the tender.
- c. **Conditions** - the conditions set out in this 'Conditions of Tendering' document.
- d. **Goods and/or Services** - everything purchased by WFD under the contract.
- e. **WFD** – Westminster Foundation for Democracy, a company limited by guarantee incorporated in England and Wales (company number 02693163); whose registered office is at 22 Whitehall, London, SW1A 2EG.
- f. **Invitation to Tender** - the Overview, Tender Information, these Conditions, WFD's General Terms and Conditions of Purchase, and relevant Policies.
- g. **Preferred Bidder** – the bidder selected as being the organisation to whom WFD intends to offer the contract for the work within this ITT, subject to satisfactory due diligence checks.
- h. **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by WFD to the Supplier, or specifically produced by the Supplier for WFD, in connection with the tender.
- i. **Supplier** - the party which provides Goods and/or Services to WFD.

2. The Contract

The contract awarded shall be for the supply of goods and/or services, subject to WFD's Terms and Conditions of Purchase (attached to these Conditions). WFD reserves the right to undertake a formal review of the contract after twelve (12) months.

3. Late tenders

Tenders received after the Closing Date will not be considered, unless there are, in WFD's sole discretion, exceptional circumstances which have caused the delay.

4. Correspondence

All communications from Bidders to WFD relating to the tender must be in writing and addressed to the person identified in the Tender Information Pack. Any request for information should be received at least 5 days before the Closing Date, as defined in the Invitation to Tender. Responses to questions submitted by any Bidder will be circulated (or otherwise made available) by WFD to all Bidders to ensure fairness in the process.

5. Acceptance of tenders

WFD may, unless the Bidder expressly stipulates to the contrary in the tender, accept whatever part of a tender that WFD so wishes. WFD is under no obligation to accept the lowest or any tender.

6. Alternative offer

If the Bidder wishes to propose modifications to the tender (which may provide a better way to achieve WFD's Specification) these may, at WFD 's discretion, be considered as an Alternative Offer. The Bidder must make any Alternative Offer in a separate letter to accompany the Tender. WFD is under no obligation to accept Alternative Offers.

7. Prices

Tendered prices must be shown as both inclusive of and exclusive of any Value Added Tax chargeable or any similar tax (if applicable).

8. No reimbursement of tender expenses

Expenses incurred in the preparation and dispatch of the tender will not be reimbursed.

9. Non-Disclosure and Confidentiality

Bidders must treat the Invitation to Tender, contract and all associated documentation (including the Specification) and any other information relating to WFD's employees, servants, officers, partners or its business or affairs (the "**Confidential Information**") as confidential. All Bidders shall:

- a) recognise the confidential nature of the Confidential Information;
- b) respect the confidence placed in the Bidder by WFD by maintaining the secrecy of the Confidential Information;
- c) not employ any part of the Confidential Information without WFD 's prior written consent, for any purpose except that of tendering for business from WFD;
- d) not disclose the Confidential Information to third parties without WFD's prior written consent;
- e) not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to WFD;
- f) use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;
- g) notify WFD immediately of any possible breach of the provisions of this Condition 9 and acknowledge that damages may not be an adequate remedy for such a breach.

10. Award Procedure

WFD's Selection Panel will review the Bidders and their tenders to determine, in accordance with the Award Criteria, whether they will award the contract to any one of them.

11. Information and Record Keeping

WFD shall consider any reasonable request from any unsuccessful Bidder for feedback on its tender and, where it is appropriate and proportionate to do so, provide the unsuccessful Bidder with reasons why its tender was rejected. Where applicable, this information shall be provided within 30 business days from (but not including) the date on which WFD receives the request.

12. Anti-Fraud, Bribery and Corruption

All Bidders are required to comply fully with the principles of WFD's Anti-Bribery, Corruption & Fraud Policy (a summary of which is attached to these Conditions).

13. Safeguarding

All Bidders are required to comply fully with the principles of WFD's Safeguarding Policy (a summary of which is attached to these Conditions).

14. Terrorism

All Bidders are required to comply fully with the principles of WFD's Anti-Terrorism Policy (a summary of which is attached to these Conditions).

15. Exclusion Criteria

Any Bidder is required to confirm in writing that:

- Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- Neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organisation, any money laundering or terrorism-related offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international;
- Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the relevant country in which it the Bidder operates.

Any Bidder will automatically be excluded from the tender process if it is found that they are responsible for any misrepresentation in supplying the required information within their tender bid or fail to supply the required information.

16. Conflict of Interest / Non-Collusion

Any Bidder is required to confirm in writing:

- That it is not aware of any connection between it or any of its directors or senior managers and the governors and staff of WFD which may affect the outcome of the selection process. If there are such connections the Bidder is required to disclose them.
- Whether or not there are any existing contacts between WFD and if there are any arrangements which have been put in place over the last twenty-four (24) months.
- That it has not communicated to anyone other than WFD the amount or approximate amount of the tender.
- That it has not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process.
- That none of the key staff proposed for involvement in the services have been employed by the Crown within the past twenty-four (24) months.

4. General terms and conditions of purchase

1. Definitions and Interpretation

These general terms and conditions ("**Conditions**") provide the basis of any contract between the supplier ("**Supplier**") and WFD (the "**Customer**"), in relation to a purchase ("**Order**") (the Order and the Conditions are together referred to as the "**Contract**"). All references in these terms and conditions to defined terms - Goods, Services, Prices and Delivery - refer to the relevant provisions of the Order.

These Conditions may be superseded at any time by a signed agreement in writing between the Parties on the same, similar, or different terms.

2. Quality and Defects

2.1. The Goods and/or the Services shall, as appropriate:

- a) correspond with their description in the Order and any applicable specification;
- b) comply with all applicable statutory and regulatory requirements;
- c) be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Customer;
- d) be free from defects in design, material, workmanship and installation; and
- e) be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.

2.2. The Customer (including its representatives or agents) reserves the right at any time to audit the Supplier's records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

3. Ethical Standards

3.1. The Supplier shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organisation specifically in the areas of child labour and forced labour.

3.2. The Supplier, its suppliers and sub-contractors shall comply with all environmental statutory and regulatory requirements and shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose; or (b) terrorism, including checking its staff, suppliers and sub-contractors against the following sanctions lists: UK Treasury List, EC List, OFAC List and US Treasury List.

3.3. The Supplier shall comply with the following Customer Policies, which are available upon request: Safeguarding, Anti-Terrorism, and Anti-Fraud, Bribery and Corruption.

4. Delivery / Performance

4.1. The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Order, and in either case during the Customer's usual business hours, except where otherwise agreed in the Order. Time shall be of the essence in respect of this Condition

- 4.2. Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Order, the Supplier shall give the Customer reasonable written notice of the specified date.
- 4.3. Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Customer or its agents at the address specified in the Order.
- 4.4. Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provisions of Incoterms rules as in force at the date the Contract is made or, where Incoterms do not apply, risk in the Goods shall pass to the Customer on completion of delivery.
- 4.5. The Customer shall not be deemed to have accepted any Goods or Services until the Customer has had reasonable time to inspect them following delivery and/or performance by the Supplier.
- 4.6. The Customer shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense.

5. Indemnity

The Supplier shall indemnify the Customer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Customer as a result of or in connection with any act or omission of the Supplier or its employees, agents or sub-contractors in performing its obligations under this Contract, and any claims made against the Customer by third parties (including claims for death, personal injury or damage to property) arising out of, or in connection with, the supply of the Goods or Services.

6. Price and Payment

Payment in arrears will be made as set out in the Order and the Customer shall be entitled to off-set against the price set out in the Order all sums owed to the Customer by the Supplier.

7. Termination

- 7.1. The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one month's written notice.
- 7.2. The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if the Supplier:
 - a) becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
 - b) is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 14 days of written request from the Customer.
- 7.3. In the event of termination, all existing purchase orders must be completed.

8. Supplier's Warranties

- 8.1. The Supplier warrants to the Customer that:
 - a) it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;

- b) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer; and
- c) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances.

9. Force majeure

- 9.1. Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that party's reasonable control (a "**Force Majeure Event**") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.
- 9.2. If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

10. General

- 10.1. The Supplier shall not use the Customer's name, branding or logo other than in accordance with the Customer's written instructions or authorisation.
- 10.2. The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all its rights or obligations under the Contract without the Customer's prior written consent.
- 10.3. Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" shall include e-mails.
- 10.4. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 10.5. Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.
- 10.6. The Contract shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.
- 10.7. A person who is not a party to the Contract shall not have any rights under or in connection with it.

5. Certificate of compliance

ITT Reference number	Name of potential supplier

On behalf of the potential supplier:

- I warrant that all the information contained in our Bid (including any attachments) is accurate and true and we undertake to notify WFD of any changes as soon as reasonably practicable.
- I warrant that we have complied with all the requirements set out in the Invitation to Tender and in particular:
 - (a) We have acted in good faith in preparing this Bid
 - (b) We have not engaged in any collusive behaviour; and
 - (c) We have not canvassed or sought information from any Crown or WFD employee.
- I confirm that the potential supplier is not aware of any connection with a member of WFD's staff that could affect the outcome of the procurement.
- I confirm that we have not communicated with any person other than WFD the value, price, or rates set out in the Bid or shared any other information related to the Bid with any other person.
- I confirm that we have not offered or agreed to pay or paid or given any sum or sums of money, inducement, or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done in relation to this Bid any act or omission.
- I understand that any instances of illegal anti-competitive practices may be referred to the Office of Fair Trading and may be subject to action under the Competition Act 1998.
- I understand that any misrepresentations may also be the subject of criminal investigation or as a basis for civil action.
- I warrant that we will have formal agreements in place with any sub-contractors and/or consortium members named in this Bid and we can confirm that: each named party has the relevant capabilities and appropriate resources to perform contracts under any agreement to be signed.
- I confirm that we have read, understood, and will comply at all times with the principles of WFD's Safeguarding Policy, Anti-Fraud, Bribery & Corruption Policy, and Anti-Terrorism Policy and that we will cooperate fully with any applicable due diligence assessment by WFD.

I warrant that I have the requisite corporate authority to sign, on behalf of the potential supplier, this Bid and this Certificate of Compliance.

Signed	Name
Date	

Annex A: WFD's Safeguarding Policy

Our values and principles

Child abuse is when anyone under 18 years of age is being harmed or isn't being looked after properly. Abuse can also be directed at vulnerable adults. **Vulnerable adults** are those aged 18 years or more who either identify themselves as unable to take care of themselves or protect themselves from harm or exploitation, or due to their gender, age or physical illness, mental health, learning or physical disabilities, as well as disasters and conflicts, and who are unable or unwilling as a result to identify themselves as vulnerable or subject to abuse, but are deemed at risk, because they are or may be unable to take care of themselves or protect themselves from harm or exploitation. **Vulnerable adults may include employees, contractors, and/or beneficiaries.**

The abuse can be physical, sexual, emotional or neglect. The abuse and exploitation of children and vulnerable adults happens in all countries and societies across the world. Abuse towards children and vulnerable adults is never acceptable.

It is expected that all who work with WFD are committed to safeguard children and any vulnerable individuals whom they employ or are in contact with.

What we do

WFD is committed to safeguard children and vulnerable individuals through the following means:

Awareness: Ensuring that all staff and those who work with WFD are aware of the problem of child and vulnerable person abuse and the risks to children and vulnerable adults.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with WFD minimise the risks to children and vulnerable adults.

Reporting: Ensuring that you are clear on what steps to take where concerns arise regarding the safety of children and vulnerable adults.

Responding: Ensuring that action is taken to support and protect children and vulnerable adults where concerns arise regarding possible abuse.

To help you clarify our safeguarding approach, we list here examples of the behaviour by a representative of WFD which are prohibited. These include but are not limited to:

1. Hitting or otherwise physically assaulting or physically abusing children or vulnerable adults.
2. Engaging in sexual activity or having a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally. Mistaken belief in the age of a child is not a defence.
3. Developing relationships with children or vulnerable adults which could in any way be deemed exploitative or abusive.

4. Acting in ways that may be abusive in any way or may place a child or vulnerable adult at risk of abuse.
5. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
6. Behaving physically in a manner which is inappropriate or sexually provocative.
7. Sleeping in the same bed or same room as a child or vulnerable adult or having a child/children or vulnerable adult with whom one is working to stay overnight at a home unsupervised.
8. Doing things for children or vulnerable adults of a personal nature that they can do themselves.
9. Condoning, or participating in, behaviour of children or vulnerable adults which is illegal, unsafe or abusive.
10. Acting in ways intended to shame, humiliate, belittle or degrade children or vulnerable adults, or otherwise perpetrate any form of emotional abuse.
11. Discriminating against, showing unfair differential treatment or favour to particular children or vulnerable adults to the exclusion of others.
12. Spending excessive time alone with children or vulnerable adults away from others.
13. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

In order that the above standards of reporting and responding are met, **this is what is expected of you:**

You should ensure that your staff are aware of the importance of good practice in safeguarding and have access to a whistleblowing facility.

If you or your staff are worried that a child or young person or a vulnerable adult is being abused or neglected or you are concerned about the inappropriate behaviour of an employee, or someone working with WFD, towards a child or young person or vulnerable adult, whether they are an employee or beneficiary, then you are obliged to:

- act quickly and get help
- support and respect the child or vulnerable adult
- where possible, ensure that the child or vulnerable adult is safe
- contact your WFD manager and/or the WFD Director of Operations & Company Secretary, Chris Lane, at chris.lane@wfd.org with your concerns immediately
- keep any information confidential to you and the manager.

If you want to know more about WFD's Safeguarding Policy, then please contact your WFD representative.

Annex B: WFD's Anti-Corruption, Bribery and Fraud Policy

Our values and principles

WFD does not allow any partner, supplier, sub-contractor, agent or any individual engaged by WFD to behave in a corrupt manner while carrying out WFD's work.

What we do

WFD is committed to preventing acts of fraud, bribery and corruption through the following means:

Awareness: Ensuring that all staff and those who work with WFD are aware of the problem of fraud and bribery and corruption.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with WFD minimise the risks of fraud and bribery and corruption.

Reporting: Ensuring that all staff and those who work with WFD are clear on what steps to take where concerns arise regarding allegations of fraud and bribery and corruption.

Responding: Ensuring that action is taken to support and protect assets and identifying cases of fraud and bribery and corruption.

To help you identify cases of fraud and bribery and corruption, behaviour which amounts to corruption includes but is not limited to:

- a) Paying or Offering a Bribe – where a person improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another in order to influence their conduct in any way.
- b) Receiving or Requesting a Bribe – where a person improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence the individual's conduct in any way.
- c) Receiving or Paying a so-called 'Grease' or 'Facilitation' payment – where a person improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway.
- d) Nepotism or Patronage – where a person improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts or other material advantages.
- e) Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.
- f) Receiving a so-called 'Kickback' Payment – where a person improperly receives a share of funds, a commission, material benefit or other advantage from a supplier as a result of their involvement in a corrupt bid or tender process.

- g) Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.
- h) Abuse of a Position of Trust – where a person improperly uses their position within their organisation to materially benefit themselves or any other party.

In addition, fraud takes place whenever a staff member or someone WFD is working with acts dishonestly and does something with the intention of making a gain for themselves or causes someone else a loss.

In order that the above standards of reporting and responding are met, **this is what is expected of you:**

You have a duty to protect the assets of WFD from any form of fraud or corruption. Furthermore, you must immediately inform your WFD representative and/or the WFD Director of Operations & Company Secretary, Chris Lane, at chris.lane@wfd.org. Failure to report will be treated as serious and may result in termination of any agreement with WFD.

You are obliged to:-

- act quickly and get help
- encourage your own staff to report on bribery and corruption
- contact your WFD representative and/or the WFD Director of Operations & Company Secretary, Chris Lane, at chris.lane@wfd.org with your concerns immediately
- keep any information confidential to you and the representative.

Attempted corruption is as serious as the actual acts and will be treated in the same way under this policy.

If you want to know more about the Anti-Fraud, Bribery and Corruption Policy then please contact your WFD representative.

Annex C: WFD's Anti-Terrorism Policy

Our values and principles

WFD requires that all partners, suppliers, sub-contractors, agents or individual engaged by WFD complies with all laws, including, specifically, the laws of the United Kingdom, the European Union and the United Nations, as well as any other applicable legal or regulatory requirements, such as local laws.

WFD condemns terrorist acts and those who promote and fund such activities.

What we do

WFD is committed to preventing acts of terrorism through the following means:

Awareness: Ensuring that all staff and those who work with WFD are aware of the problem of terrorism.

Prevention: Ensuring that WFD funds and/or resources are not used to support terrorism.

Reporting: Ensuring that action is taken to report any known or suspected acts of terrorism, or connections between WFD partners and terrorist organisations.

Responding: Ensuring that action is taken to prevent terrorism or the support of terrorism.

To help you identify cases of terrorism being support, behaviour which must be reported includes but is not limited to the belief or suspicion that WFD staff or a third party:

- has sought to raise funds or secure property for the purposes of terrorism;
- has received funds or property for the purposes of terrorism;
- is providing funds or property to another with the intention or suspicion that it is to be used for the purposes of terrorism;
- uses or possesses any money or property for the purposes of terrorism; and/or
- becomes concerned in an arrangement relating to such matters above;

In order that the above standards of reporting and responding are met, **this is what is expected of you:**

You have a duty to protect WFD from involvement in any form of terrorist activity. Furthermore, you must immediately inform your WFD representative and/or the WFD Director of Operations & Company Secretary, Chris Lane, at chris.lane@wfd.org. Failure to report will be treated as serious and may result in termination of any agreement with WFD.

You are obliged to:-

- act quickly and get help
- encourage your own staff to report on terrorist activity

- contact your WFD representative with your concerns immediately and/or the WFD Director of Operations & Company Secretary, Chris Lane, at chris.lane@wfd.org
- keep any information confidential to you and the WFD representative.

There is no minimum amount for an incident to be reportable. If you want to know more about the WFD Anti-Terrorism Policy, then please contact your WFD representative.